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Per local Rule, This case is assigned to
Judge Douglas, Danielle K, for all purposes

7 Attorneys for Plaintiff,
ANGEL MONTOYA

SUMMONS ISSUED

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF CONTRA COSTA**

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TELEPHONE: (213) 228-6500
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12 ANGEL MONTOYA, an individual

Case No. C23-03011

13 Plaintiff,

COMPLAINT FOR DAMAGES:

14 v.

15 CITY OF RICHMOND, a public entity; and
16 DOES 1 through 25,

**1) VIOLATION OF GOVERNMENT
CODE §12940 – DISCRIMINATION ON
BASIS OF ETHNICITY, RACE, AND/OR
AGE;**

17 Defendants.

**2) VIOLATION OF GOVERNMENT
CODE §12940 – FAILURE TO PREVENT
DISCRIMINATION ON
BASIS OF ETHNICITY, RACE, AND/OR
AGE;**

**3) VIOLATION OF LABOR CODE §
1102.5—WHISTELBLOWER**

[DEMAND FOR JURY TRIAL]

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1 **PARTIES AND JURISDICTION**

2 1. Plaintiff Angel Montoya (“Plaintiff” or “Montoya”) is, and at all relevant times, was
3 an employee of the City of Richmond Fire Department (“RFD”), located in the County of Contra
4 Costa.

5 2. Defendant City of Richmond is a governmental entity organized and existing under
6 the laws of the State of California, and located within the State of California, Contra Costa County
7 At all relevant times, the RFD, a Department of the City of Richmond, was the employer of
8 Montoya.

9 3. The true names and capacities, whether individual, corporate, or otherwise, of
10 Defendants Does 1-25 inclusive, are unknown to Plaintiff, who therefore sues them by such fictitious
11 names. Plaintiff will seek leave to amend this Complaint to allege their true names and capacities
12 when they have been ascertained. Plaintiff is informed and believes and thereon alleges that each of
13 the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged
14 and that Plaintiffs’ damages as herein alleged were proximately caused by those Defendants. At all
15 times herein mentioned, Defendants Does 1-25 inclusive were the agents, servants, employees, or
16 attorneys of their co-Defendants, and in doing the things hereinafter alleged, were acting within the
17 course and copy of their authority as those agents, servants, employees, or attorneys, and with the
18 permission and consent of their co-Defendants.

19 4. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
20 each Defendant was the agent of the other Defendant, and in doing the things herein alleged, each
21 Defendant was acting in the course and scope of such agency with the consent, notification, and
22 permission of each of the other Defendant. Each Defendant ratified the actions of the other
23 Defendants and named employees as alleged herein.

24
25 **COMMON ALLEGATIONS**

26 5. Angel Montoya (“Montoya”) was wrongfully terminated by the City of Richmond
27 Fire Department (“RFD”) after serving only two (2) years as the Fire Chief for the City of
28 Richmond. The termination was based on Montoya’s ethnicity being Hispanic American and his age

1 being 63 years old.

2 6. Before accepting the position as Richmond's Fire Chief, Montoya worked 33 years
3 with the highly prestigious Los Angeles County Fire Department ("LACOFD").

4 7. During those years, Montoya started at the lowest level of the LACOFD by
5 successfully completing the LACOFD Academy, followed by serving a year as a probationary
6 firefighter. He thereafter was promoted up through the ranks, going from Fire Fighter to Paramedic
7 to Engineer to Captain to Battalion Chief and Assistant Fire Chief. After joining the Executive
8 Management of the LACOFD, Montoya was promoted from Assistant Fire Chief to Deputy Fire
9 Chief, where he served as the Main Regional Manager.

10 8. As he progressed through the ranks, Montoya received annual performance
11 evaluations in which he was typically rated Very Good to Outstanding. He was never disciplined
12 once in his 33 years of service. The LACOFD was a well-organized, by the book, entity with well-
13 defined policies and procedures that were carefully followed by LACOFD managers and employees.

14 9. By contrast, Montoya found the RFD to be disorganized, chaotic, and like operating
15 in the "Wild West" when he joined them. While the LACOFD welcomed firefighters from other fire
16 service organizations, the RFD was highly provincial in that they strongly favored firefighters who
17 started their employment with their organization.

18 10. For example, as fire service tradition dictates, Montoya never received a Fire Chief
19 welcome invitation to have lunch or dinner at any of the RFD fire stations. Moreover, this invitation
20 from Command Staff members was also nonexistent and non-welcoming for Montoya (an
21 "outsider"). The policies that existed were not closely followed, and often ignored. Montoya was
22 used to the LACOFD's adherence to its policies and procedures, which caused the LACOFD to be a
23 well-run, orderly organization. By contrast, the RFD was unpredictable and treated their policies
24 more like suggestions.

25 11. For example, following a promotional ceremony at the RFD, many of the attendees,
26 all of whom were in uniform and considered to be on duty, decided to all go out drinking for a local
27 "after party" at a public location. Montoya had reminded his Command Staff at his scheduled
28 meeting the week before the ceremony to send out a department wide communiqué reminding party

1 goes that there was a policy against drinking in a public place in uniform while on duty. His sober
2 reminder was taken poorly by the Command Staff and RFD party goes who pushed back against
3 Montoya's efforts to "blow the whistle" on this clear violation of RFD policy.

4 12. Another example arose when Montoya noticed that all seven fire stations in
5 Richmond had a poor appearance from the street. During an Open House event on October 15, 2022,
6 at one of the RFD stations, it was brought to Montoya's attention by numerous citizens that the fire
7 station yards were not very well kept. In fact, one citizen stated she was not aware that Fire Fighters
8 occupied the fire station because she never saw anyone, and the station looked to be deserted and
9 abandoned. Montoya inquired and learned that the responsibility for the yard maintenance of the fire
10 stations was not with Public Works, but instead was up to the RFD.

11 13. Montoya proactively obtained the equipment necessary from Public Works to
12 beautify the appearance of the fire stations. During an Open House event on October 14, 2023 at the
13 same Fire Station referred to above, a group of volunteers had beautified the front of the station with
14 planter rocks, plants, and shrubs. When Montoya thanked the lead volunteer for their work, he asked
15 if any of the Fire Fighters came out of the station to assist them with the work. The lead volunteer
16 stated, "unfortunately, no Fire Fighters came out of the Fire Station to assist [them]." She also
17 informed Montoya that one of the volunteers who assisted was a City Council member. Montoya
18 was appalled and embarrassed by what had just been described to him.

19 14. At Montoya's next weekly Command Staff meeting he described the above to no
20 avail of understanding from all Command Staff members. In fact, one Command Staff member
21 stated, "well none of the volunteers knocked at the Fire Station to ask for help." Montoya then
22 directed the Training Battalion Chief to move up the fire station and apparatus inspection schedule to
23 the months of November and December to train Command Staff and line personnel of the
24 importance of fire station *and apparatus maintenance*.

25 15. Despite his request, Montoya subsequently learned that firefighters and other sworn
26 personnel refused to help with the work necessary to improve the appearance of their own fire
27 stations, and many of the employees resented Montoya for asking them to join in and take pride in
28 their equipment and workplace.

1 16. While the RFD Memorandum of Understanding (“MOU”) contained a meet and
2 confer requirement through which the Fire Chief is consulted on any major decisions, the RFD
3 Command Staff often ignored this requirement and worked in concert with the Union to attempt to
4 bypass Montoya, who was ignored primarily because he was of Hispanic descent, and the fact that he
5 was perceived by some as “old” (63 years old), and joined the RFD in 2021 at age 61, (i.e. the
6 perception that he was an older “outsider”).

7 17. An example was on October 4, 2023, during an internal meeting with Montoya,
8 conducted by the City Manager and City Attorney, regarding a Side Letter (OT Staffing Selection),
9 which had already been negotiated by the Human Resources Director, City Attorney, City Manager,
10 and the Union. At this meeting, Montoya was pressured by the City Manager and the City Attorney
11 to sign the Side Letter agreement so they would not have to take it back to the City Council for
12 approval.

13 18. When Montoya inquired why the Side Letter had been negotiated with the above
14 parties and not the Fire Chief, as written in the MOU, the City Manager stated, “that’s what we do in
15 this City.” Montoya requested a meet and confer meeting with the Union and refused to sign the Side
16 Letter as it had been negotiated outside the meet and confer umbrella as written and required in the
17 MOU. The meet and confer meeting Montoya requested was never scheduled.

18 19. With the LACOFD, the Union (Local 1014) was a separate and independent entity
19 from management. In the RFD, the Command Staff was conspiring with and took direction from the
20 Union, including to favor the sworn personnel from Richmond over persons who joined the RFD
21 from other fire departments, such as the LACOFD.

22 20. An example was when the Union Business Agent visited the Fire Administration
23 Offices to pick up a reading list for the upcoming Inspector’s Exam. Montoya just happened to walk
24 out of his office when he witnessed a Fire Department Administrative Staff member handing the
25 reading list to the Union Business Agent. Montoya inquired as to what the contents were of the file
26 in question. The answer was the reading list to the Inspector’s Exam which had not been officially
27 posted by Human Resources. Montoya informed the Union Business Agent that the reading list had
28 not been approved for distribution until it was officially posted. Montoya went on to state that he

1 would contact the HR Director to confirm this information, which he did, and the HR Director
2 confirmed. It is important to note that if Montoya had not walked out of his office at that moment,
3 the Inspector's Exam material would have been compromised, giving an unfair advantage to
4 whomever the Union Business Agent shared it with. Montoya then requested an investigation from
5 the HR Director as to the motive(s) of the Union Business Agent. The request for the investigation
6 was denied by the HR Director who then informed Montoya that he was now under investigation
7 based on the Union Business Agent's complaint/allegations regarding their encounter.

8 21. This favoritism of local firefighters carried over to the highest levels of the RFD. For
9 example, Richmond has in recent years had to go outside of its own employees to find and recruit a
10 qualified Fire Chief. Indeed, three of the last few fire chiefs were recruited from outside fire service.
11 All three of these fire chiefs were not Caucasian, and not "home grown," with the third being
12 Montoya—a Hispanic American.

13 22. Ultimately, the Union pressured the City Manager to fire Montoya. The fact remains
14 that all three "outside" Fire Chiefs were of color. Thus, Montoya is the last in a line of three Fire
15 Chiefs of color who were brought in from outside the fire service because the RFD did not have any
16 qualified "home grown" candidates. With the RFD, an experienced, disciplined professional
17 manager, and particularly a man of color, such as Montoya, was destined to fail based on
18 Richmond's lenient, ad hoc style of operating, including their many attempts to find a qualified Fire
19 Chief.

20 23. To instigate Montoya's departure, the Union first orchestrated a vote of "no
21 confidence." The RFD then ensured the vote of no confidence was highly publicized, which caused
22 Montoya's spotless reputation as a professional manager to be badly tarnished, if not destroyed. In
23 fact, Montoya became a non-viable Fire Chief candidate for the City of El Segundo Fire Department
24 when the Union's Vote of No Confidence was publicized.

25 24. Moreover, the City Manager, acting in tandem with the Union, and certain City
26 Council Members (including the Mayor), then hired an outside consultant to prepare a report on what
27 the RFD could achieve.

28 25. Unfortunately, the retention of the outside consultant turned out to be a "set up" to

1 derogate Montoya, as the consultant wrote a supposedly confidential report that was highly critical
2 and biased towards Montoya. In turn, the City Attorney's Office and HR Director thereafter
3 disclosed the confidential report to various outsiders to fuel the effort to terminate Montoya and
4 replace him with a younger and, in all likelihood, whiter employee who came up through the ranks -
5 - whether that person was qualified or not. Amongst the conclusions drawn by the outside consultant
6 was an erroneous accusation that Governor Newsom and the "liberals" are causing state-wide
7 problems with workers compensation issues affecting the RFD.

8 26. Because of Montoya's age and ethnicity, and in support of the City Manager's
9 decision to terminate Montoya, the RFD, certain City Council Members (including the Mayor), and
10 the Union assert that Montoya failed to eliminate all overtime worked by sworn personnel. A task
11 that is obviously impossible when applied to an entity that by its terms needs to respond to fires and
12 other emergencies that are not planned and do not occur at or in accordance with any time clock.
13 Attempting to eliminate critical "first responders" from working overtime was on its face impossible,
14 and certainly not in the best interests of the Richmond community the RFD was supposed to be
15 serving. *It should be important to note that Montoya inherited the OT issues.*

16 27. For example, on October 3, 2023, Montoya was directed to present an 18-month plan
17 to eliminate mandatory overtime to the City Council. At this City Council meeting, Montoya
18 presented a comprehensive plan of which two City Council Members and the Mayor degraded
19 Montoya for not providing more data. It was evident to see that Montoya presented information that
20 indicated the Unions lost opportunity of not negotiating a more robust MOU contract in the recent
21 City/Union negotiations for 2023.

22 28. Also, Montoya presented information which clearly indicated that the City Council's
23 decision allowing the Union to breach the Alternative Resolution Contract (ADR) had enormous
24 fiscal repercussions, mainly, not allowing injured fire fighters to return to duty in a timely fashion.
25 These were obvious facts that the Council Members and Mayor did not want to hear.

26 29. It is important to note that the Police Chief was supposed to present, along with
27 Montoya, the Police Department's 18-month plan to eliminate mandatory overtime at the same
28 Council meeting on October 3, 2023. However, at the last minute, the Mayor cancelled the Police

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1 Chief presentation and kept only the Fire Chief as the sole presenter. Moreover, this was another
2 ploy to single out Montoya and subject him to further scrutiny and disparate treatment due to his age
3 and ethnicity.

4 30. On November 3, 2023, Plaintiff filed a Government Claim with the City of
5 Richmond.

6 31. On November 10, 2023, Plaintiff filed an Amended Government Claim with the City
7 of Richmond. A true and correct copy of Plaintiff's amended government claim is attached hereto as
8 Exhibit "1". On information and belief, the City of Richmond has a custom and practice of denying
9 government claims regardless of their merits and will deny Plaintiff's claim in this case.

10 32. On November 7, 2023, Plaintiff filed a FEHA Complaint with the California
11 Department of Fair Employment and Housing and requested and received his Right-to-Sue Notice to
12 have his claim adjudicated in the Superior Court of California.

13 33. On November 10, 2023, Plaintiff filed an Amended FEHA Complaint with the
14 California Department of Fair Employment and Housing and requested and received his Right-to-
15 Sue Notice to have his claim adjudicated in the Superior Court of California. A true and correct copy
16 of Plaintiff's Right-to-Sue letter is attached hereto as Exhibit "2".

17
18
19 **FIRST CAUSE OF ACTION**

20 **(VIOLATION OF GOVERNMENT CODE §12940 –**

21 **DISCRIMINATION ON THE BASIS OF**

22 **ETHNICITY, RACE, AND/OR AGE)**

23 **(Against Defendant City of Richmond; and Does 1-25)**

24
25 34. Montoya realleges and incorporates by reference each and every allegation contained
26 in Paragraphs 1 through 31, as set forth above.

27 35. Government Code Section 12940(a) makes it an unlawful employment practice for
28 any employer to discriminate on the basis of national origin, ethnicity and race, by making unlawful

1 said discrimination in compensation or in terms, conditions, or privileges of employment.

2 36. Defendants violated this prohibition on discriminatory acts or omissions based upon
3 Montoya's ethnicity and race (Hispanic American) and association with those with those
4 characteristics, by, among other things, subjecting Montoya to disparate treatment relative to non-
5 Hispanic counterparts as set-forth in Common Allegations ¶¶1-29, above.

6 37. FEHA does not require that an employer's discriminatory act constitute one swift
7 blow, rather than a series of subtle yet damaging injuries. The individual acts of discriminatory
8 conduct as described herein, as well as the totality of such conduct, constitute an adverse
9 employment action. Moreover, FEHA protects an employee against unlawful discrimination with
10 respect not only to "ultimate employment actions" such as termination or demotion, but also the
11 entire spectrum of employment actions that are reasonably likely to adversely or materially affect an
12 employee's job performance or opportunity for advancement in his career.

13 38. As a result of Defendant's discriminatory conduct, Montoya has suffered both
14 economic and non-economic damages, and incurred attorneys' fees and costs, according to proof.

15
16
17 **SECOND CAUSE OF ACTION**

18 **(VIOLATION OF GOVERNMENT CODE §12940 –**
19 **FAILURE TO PREVENT DISCRIMINATION ON THE BASIS OF**
20 **ETHNICITY, AND/OR RACE, AND/OR AGE)**

21 **(Against Defendant City of Richmond; and Does 1-25)**
22

23 39. Montoya realleges and incorporates by reference each and every allegation contained
24 in Paragraphs 1 through 36, as set forth above.

25 40. Government Code Section 12940(k) makes it an unlawful employment practice "for
26 an employer ... to fail to take all reasonable steps necessary to prevent discrimination and harassment
27 from occurring." Employers under FEHA are also required to take all reasonable steps necessary to
28 prevent retaliation from occurring.

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1 54. Because of Defendant's conduct, Plaintiff has suffered ongoing economic damage,
2 damage to his reputation, and psychological and emotional distress injuries, as well as incurring
3 attorneys' fees and costs under California Labor Code §1102.5(j).


4
5 **PRAYER FOR RELIEF**

6 Wherefore, Plaintiff prays for judgment as follows:

- 7 1. For general and special damages according to proof; including all actual,
8 consequential and incidental financial losses including but not limited to lost wages, medical bills,
9 and mental and emotional distress;
- 10 2. For compensatory damages in an amount to be determined at trial, but in
11 excess of the jurisdictional threshold of this court;
- 12 3. For an award of interest, including pre-judgment interest, at the legal rate;
- 13 4. For reasonable attorneys' fees pursuant to statute or any other authority;
- 14 5. For costs of suit incurred including expert witness fees;
- 15 6. For punitive damages in an amount sufficient to punish Defendant and deter
16 future misconduct;
- 17 7. For such other and further relief as this court may deem just and proper.
- 18

19 Dated: November 28, 2023

HANEY & SHAH, LLP

20
21 By: 
22 Steven H. Haney, Esq.
23 Kenneth W. Baisch, Esq.
24 George Hill, Esq.
25 Attorneys for Plaintiff,
26 ANGEL MONTOYA
27
28

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in this matter.

Dated: November 28, 2023

HANEY & SHAH, LLP

By: 

Steven H. Haney, Esq.
Kenneth W. Baisch, Esq.
George Hill, Esq.
Attorneys for Plaintiff,
ANGEL MONTOYA

Exhibit 1



Stamp of receipt:

City Clerk/Deputy Clerk

Before completing this form, please read the instructions on the back of this form. You may make copies for your records, and submit all original copies to the City Clerk. Claimants are responsible for making their own copies. City Clerk's Office will not provide photocopies. You must complete each section of this form or your claim may be returned to you as insufficient. A claim must be presented, as prescribed by Government Code Section 910, by the claimant or a person acting on his/her behalf and shall show the following:

1. Name and mailing address of claimant(s)

Name: Angel Montoya Can be reached through Counsel at (213) 228-6500
 Phone Number(s): _____

Mailing Address: _____ City: _____ State: _____ Zip: _____
 Address to which notices from the City are to be directed (if different than above):
 Name: Stewart H. Haney, Esq.
 Address: 1055 West Seventh Street, Suite 1050, Los Angeles, CA 90017

2. Where did the damage or injury occur? (Please include street address and intersection if applicable)
 City of Richmond: _____

3. When did the damage or injury occur?
 October 20, 2023, Afternoon
 Month: _____ Day: _____ Year: _____ Time: _____

4. Please explain the circumstances that led to the alleged damage or injury, state all the facts which support your claim against the City of Richmond. If known, identify the name of the employee(s) that allegedly caused the damage or injury. See Attachment "1"

5. What specific damage or injury do you claim resulted from the alleged action? See Attachment "1"

6. If amount claimed totals less than \$10,000: The amount claimed, if less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. Amount Claimed and basis for computation: Not Applicable

If amount claimed exceeds \$10,000: If the amount claimed exceeds ten thousand (\$10,000), a dollar amount is not required to be stated. However, please indicate whether the claim would be a limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees, interest and court costs do not exceed \$25,000. An unlimited civil case is one in which the recovery sought is more than \$25,000. (See CCP Section 86.)
 Limited Civil Case \$ _____ Unlimited Civil Case \$ in excess of \$750,000.00

You are required to provide the information requested above in order to comply with Government Code Section 910. Additionally, in order to conduct a timely investigation and possible resolution of your claim, the City of Richmond requests that you answer the following questions:

7. Name, address, and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted:
 See Attachment "1"

8. Claimant(s) Date of Birth: July 3, 1980

9. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctors or hospitals providing treatment. To be provided in Discovery following the filing of the lawsuit.

10. Signature of Claimant: Stewart H. Haney Date: November 10, 2023

I declare under penalty of perjury that the foregoing is true and correct, and I understand that presentation of a false or fraudulent claim, with intent to defraud, is a crime punishable as a felony under California Penal Code, Section 72, and Insurance Code, Section 1871.1.

Before completing this form, please refer to the instructions on the back.

I. FACTUAL SUMMARY

Angel Montoya ("Montoya") was wrongfully terminated by the City of Richmond Fire Department ("RFD") after serving only two (2) years as the Fire Chief for the City of Richmond. The termination was based on Montoya's ethnicity being Hispanic American and his age being 63 years old.

Before accepting the position as Richmond's Fire Chief, Montoya worked 33 years with the highly prestigious Los Angeles County Fire Department ("LACOFD").

During those years, Montoya started at the lowest level of the LACOFD by successfully completing the LACOFD Academy, followed by serving a year as a probationary firefighter. He thereafter was promoted up through the ranks, going from Fire Fighter to Paramedic to Engineer to Captain to Battalion Chief and Assistant Fire Chief. After joining the Executive Management of the LACOFD, Montoya was promoted from Assistant Fire Chief to Deputy Fire Chief, where he served as the Main Regional Manager.

As he progressed through the ranks, Montoya received annual performance evaluations in which he was typically rated Very Good to Outstanding. He was never disciplined once in his 33 years of service. The LACOFD was a well-organized, by the book, entity with well-defined policies and procedures that were carefully followed by LACOFD managers and employees.

By contrast, Montoya found the RFD to be disorganized, chaotic, and like operating in the "Wild West" when he joined them. While the LACOFD welcomed firefighters from other fire service organizations, the RFD was highly provincial in that they strongly favored firefighters who started their employment with their organization.

For example, as fire service tradition dictates, Montoya never received a Fire Chief welcome invitation to have lunch or dinner at any of the RFD fire stations. Moreover, this invitation from Command Staff members was also nonexistent and non-welcoming for Montoya (an "outsider"). The policies that existed were not closely followed, and often ignored. Montoya was used to the LACOFD's adherence to its policies and procedures, which caused the LACOFD to be a well-run, orderly

organization. By contrast, the RFD was unpredictable and treated their policies more like suggestions.

For example, following a promotional ceremony at the RFP, many of the attendees, all of whom were in uniform and considered to be on duty, decided to all go out drinking for a local “after party” at a public location. Montoya had reminded his Command Staff at his scheduled meeting the week before the ceremony to send out a department wide communiqué reminding party goers that there was a policy against drinking in a public place in uniform while on duty. His sober reminder was taken poorly by the Command Staff and RFD party goers who pushed back against Montoya’s efforts to “blow the whistle” on this clear violation of RFD policy.

Another example arose when Montoya noticed that all seven fire stations in Richmond had a poor appearance from the street. During an Open House event on October 15, 2022, at one of the RFD stations, it was brought to Montoya’s attention by numerous citizens that the fire station yards were not very well kept. In fact, one citizen stated she was not aware that Fire Fighters occupied the fire station because she never saw anyone, and the station looked to be deserted and abandoned. Montoya inquired and learned that the responsibility for the yard maintenance of the fire stations was not with Public Works, but instead was up to the RFD.

Montoya proactively obtained the equipment necessary from Public Works to beautify the appearance of the fire stations. During an Open House event on October 14, 2023 at the same Fire Station referred to above, a group of volunteers had beautified the front of the station with planter rocks, plants, and shrubs. When Montoya thanked the lead volunteer for their work, he asked if any of the Fire Fighters came out of the station to assist them with the work. The lead volunteer stated, “unfortunately, no Fire Fighters came out of the Fire Station to assist [them].” She also informed Montoya that one of the volunteers who assisted was a City Council member. Montoya was appalled and embarrassed by what had just been described to him.

At Montoya’s next weekly Command Staff meeting he described the above to no avail of understanding from all Command Staff members. In fact, one Command Staff member stated, “well none of the volunteers knocked at the Fire Station to ask for help.”

Montoya then directed the Training Battalion Chief to move up the fire station and apparatus inspection schedule to the months of November and December to train Command Staff and line personnel of the importance of fire station apparatus and maintenance.

Despite his request, Montoya subsequently learned that firefighters and other sworn personnel refused to help with the work necessary to improve the appearance of their own fire stations, and many of the employees resented Montoya for asking them to join in and take pride in their equipment and workplace.

While the RFD Memorandum of Understanding ("MOU") contained a meet and confer requirement through which the Fire Chief is consulted on any major decisions, the RFD Command Staff often ignored this requirement and worked in concert with the Union to attempt to bypass Montoya, who was ignored primarily because he was of Hispanic descent, and the fact that he was perceived by some as "old" (63 years old), and joined the RFD in 2021 at age 61, (i.e. the perception that he was an older "outsider").

An example was on October 4, 2023, during an internal meeting with Montoya, conducted by the City Manager and City Attorney, regarding a Side Letter (OT Staffing Selection), which had already been negotiated by the Human Resources Director, City Attorney, City Manager, and the Union. At this meeting, Montoya was pressured by the City Manager and the City Attorney to sign the Side Letter agreement so they would not have to take it back to the City Council for approval.

When Montoya inquired why the Side Letter had been negotiated with the above parties and not the Fire Chief, as written in the MOU, the City Manager stated, "that's what we do in this City." Montoya requested a meet and confer meeting with the Union and refused to sign the Side Letter as it had been negotiated outside the meet and confer umbrella as written and required in the MOU. The meet and confer meeting Montoya requested was never scheduled.

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direction from the Union, including to favor the sworn personnel from Richmond over persons who joined the RFD from other fire departments, such as the LACOFD.

An example was when the Union Business Agent visited the Fire Administration Offices to pick up a reading list for the upcoming Inspector's Exam. Montoya just happened to walk out of his office when he witnessed a Fire Department Administrative Staff member handing the reading list to the Union Business Agent. Montoya inquired as to what the contents were of the file in question. The answer was the reading list to the Inspector's Exam which had not been officially posted by Human Resources. Montoya informed the Union Business Agent that the reading list had not been approved for distribution until it was officially posted. Montoya went on to state that he would contact the HR Director to confirm this information, which he did, and the HR Director confirmed. It is important to note that if Montoya had not walked out of his office at that moment, the Inspector's Exam material would have been compromised, giving an unfair advantage to whomever the Union Business Agent shared it with. Montoya then requested an investigation from the HR Director as to the motive(s) of the Union Business Agent. The request for the investigation was denied by the HR Director who then informed Montoya that he was now under investigation based on the Union Business Agent's complaint/allegations regarding their encounter.

This favoritism of local firefighters carried over to the highest levels of the RFD. For example, Richmond has in recent years had to go outside of its own employees to find and recruit a qualified Fire Chief. Indeed, three of the last few fire chiefs were recruited from outside fire serviced. All three of these fire chiefs were not Caucasian, and not "home grown," with the third being Montoya—a Hispanic American.

Ultimately, the Union pressured the City Manager to fire Montoya. The fact remains that all three "outside" Fire Chiefs were of color. Thus, Montoya is the last in a line of three Fire Chiefs of color who were brought in from outside the fire service because the RFD did not have any qualified "home grown" candidates. With the RFD, an experienced, disciplined professional manager, and particularly a man of color, such as Montoya, was destined to fail based on Richmond's lenient, ad hoc style of operating, including their many attempts to find a qualified Fire Chief.

To instigate Montoya's departure, the Union first orchestrated a vote of "no confidence." The RFD then ensured the vote of no confidence was highly publicized, which caused Montoya's spotless reputation as a professional manager to be badly tarnished, if not destroyed. In fact, Montoya became a non-viable Fire Chief candidate for the City of El Segundo Fire Department when the Union's Vote of No Confidence was publicized.

Moreover, the City Manager, acting in tandem with the Union, and certain City Council Members (including the Mayor), then hired an outside consultant to prepare a report on what the RFD could achieve.

Unfortunately, the retention of the outside consultant turned out to be a "set up" to derogate Montoya, as the consultant wrote a supposedly confidential report that was highly critical and biased towards Montoya. In turn, the City Attorney's Office and HR Director thereafter disclosed the confidential report to various outsiders to fuel the effort to terminate Montoya and replace him with a younger and, in all likelihood, whiter employee who came up through the ranks - - whether that person was qualified or not. Amongst the conclusions drawn by the outside consultant was an erroneous accusation that Governor Newsom and the "liberals" are causing state-wide problems with workers compensation issues affecting the RFD.

Because of Montoya's age and ethnicity, and in support of the City Manager's decision to terminate Montoya, the RFD, certain City Council Members (including the Mayor), and the Union assert that Montoya failed to eliminate all overtime worked by sworn personnel. A task that is obviously impossible when applied to an entity that by its terms needs to respond to fires and other emergencies that are not planned and do not occur at or in accordance with any time clock. Attempting to eliminate critical "first responders" from working overtime was on its face impossible, and certainly not in the best interests of the Richmond community the RFD was supposed to be serving.

For example, on September 26, 2023, Montoya was directed to present an 18-month plan to eliminate mandatory overtime to the City Council. At this City Council meeting, Montoya presented a comprehensive plan of which two City Council Members and the Mayor degraded Montoya for not providing more data. It was evident to see that

Montoya presented information that indicated the Unions lost opportunity of not negotiating a more robust MOU contract in the recent City/Union negotiations for 2023.

Also, Montoya presented information which clearly indicated that the City Council's decision allowing the Union to breach the Alternative Resolution Contract (ADR) had enormous fiscal repercussions, mainly, not allowing injured fire fighters to return to duty in a timely fashion. These were obvious facts that the Council Members and Mayor did not want to hear.

It is important to note that the Police Chief was supposed to present, along with Montoya, the Police Department's 18-month plan to eliminate mandatory overtime at the same Council meeting on September 26, 2023. However, at the last minute, the Mayor cancelled the Police Chief presentation and kept only the Fire Chief as the sole presenter. Moreover, this was another ploy to single out Montoya and subject him to further scrutiny and disparate treatment due to his age and ethnicity.

II. SUMMARY OF CLAIMS

1. Violation of Government Code §12940- Discrimination based on Ethnicity, Color and Age.
2. Violation of Government Code §12940- Failure of the City of Richmond to prevent Discrimination based on Ethnicity, Color and Age; and
3. Violation of Labor Code § 1102.5 (Whistleblower)

III. SUMMARY OF DAMAGES

Montoya suffered substantial economic damages in loss of income, both past and future, particularly in light of the damage to his reputation, which makes it unlikely he will be hired at a comparable position elsewhere. He also has suffered and continues to suffer general damages in the form of psychological and emotional distress. His total damages will be determined through expert witness testimony, but are believed to be well in excess of \$750,000.00.

IV. WITNESSES

1. Angel Montoya

Exhibit 2



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

November 10, 2023

Steven Haney
1055 W 7th Street, Suite 1950
Los Angeles, CA 90017

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202311-22623011
Right to Sue: Montoya / City of Richmond

Dear Steven Haney:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2328 (TTY) | California's Relay Service at 711
ca.civilrights.ca.gov | contact.center@ca.civilrights.ca.gov

November 10, 2023

RE: Notice of Filing of Discrimination Complaint
CRD Matter Number: 202311-22623011
Right to Sue: Montoya / City of Richmond

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



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KEVIN KISH, DIRECTOR

November 10, 2023

Angel Montoya
1055 W 7th Street, Suite 1950
Los Angeles, CA 90017

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202311-22623011
Right to Sue: Montoya / City of Richmond

Dear Angel Montoya:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective November 10, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1 Management of the LACOFD, Montoya was promoted from Assistant Fire Chief to Deputy
Fire Chief, where he served as the Main Regional Manager.

2 As he progressed through the ranks, Montoya received annual performance evaluations in
3 which he was typically rated Very Good to Outstanding. He was never disciplined once in
4 his 33 years of service. The LACOFD was a well-organized, by the book, entity with well-
defined policies and procedures that were carefully followed by LACOFD managers and
employees.

5 By contrast, Montoya found the RFD to be disorganized, chaotic, and like operating in the
"Wild West" when he joined them. While the LACOFD welcomed firefighters from other fire
6 service organizations, the RFD was highly provincial in that they strongly favored firefighters
who started their employment with their organization.

7 For example, as fire service tradition dictates, Montoya never received a Fire Chief welcome
invitation to have lunch or dinner at any of the RFD fire stations. Moreover, this invitation
8 from Command Staff members was also nonexistent and non-welcoming for Montoya (an
"outsider"). The policies that existed were not closely followed, and often ignored. Montoya
9 was used to the LACOFD's adherence to its policies and procedures, which caused the
LACOFD to be a well-run, orderly organization. By contrast, the RFD was unpredictable and
10 treated their policies more like suggestions.

11 For example, following a promotional ceremony at the RFP, many of the attendees, all of
whom were in uniform and considered to be on duty, decided to all go out drinking for a local
12 "after party" at a public location. Montoya had reminded his Command Staff at his scheduled
meeting the week before the ceremony to send out a department wide communiqué
13 reminding party goers that there was a policy against drinking in a public place in uniform
while on duty. His sober reminder was taken poorly by the Command Staff and RFD party
14 goers who pushed back against Montoya's efforts to "blow the whistle" on this clear violation
of RFD policy.

15 Another example arose when Montoya noticed that all seven fire stations in Richmond had a
poor appearance from the street. During an Open House event on October 15, 2022, at one
16 of the RFD stations, it was brought to Montoya's attention by numerous citizens that the fire
station yards were not very well kept. In fact, one citizen stated she was not aware that Fire
17 Fighters occupied the fire station because she never saw anyone, and the station looked to
be deserted and abandoned. Montoya inquired and learned that the responsibility for the
18 yard maintenance of the fire stations was not with Public Works, but instead was up to the
RFD.

19 Montoya proactively obtained the equipment necessary from Public Works to beautify the
appearance of the fire stations. During an Open House event on October 14, 2023 at the
20 same Fire Station referred to above, a group of volunteers had beautified the front of the
station with planter rocks, plants, and shrubs. When Montoya thanked the lead volunteer for
21 their work, he asked if any of the Fire Fighters came out of the station to assist them with the
work. The lead volunteer stated, "unfortunately, no Fire Fighters came out of the Fire Station
22 to assist [them]." She also informed Montoya that one of the volunteers who assisted was a
City Council member. Montoya was appalled and embarrassed by what had just been
23 described to him.

24 At Montoya's next weekly Command Staff meeting he described the above to no avail of
understanding from all Command Staff members. In fact, one Command Staff member
25 stated, "well none of the volunteers knocked at the Fire Station to ask for help." Montoya

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Complaint – CRD No. 202311-22623011

27 Date Filed: November 10, 2023

28

CRD-ENF 80 RS (Revised 12/22)

1 then directed the Training Battalion Chief to move up the fire station and apparatus
2 inspection schedule to the months of November and December to train Command Staff and
3 line personnel of the importance of fire station apparatus and maintenance.

4 Despite his request, Montoya subsequently learned that firefighters and other sworn
5 personnel refused to help with the work necessary to improve the appearance of their own
6 fire stations, and many of the employees resented Montoya for asking them to join in and
7 take pride in their equipment and workplace.

8 While the RFD Memorandum of Understanding ("MOU") contained a meet and confer
9 requirement through which the Fire Chief is consulted on any major decisions, the RFD
10 Command Staff often ignored this requirement and worked in concert with the Union to
11 attempt to bypass Montoya, who was ignored primarily because he was of Hispanic
12 descent, and the fact that he was perceived by some as "old" (63 years old), and joined the
13 RFD in 2021 at age 61, (i.e. the perception that he was an older "outsider").

14 An example was on October 4, 2023, during an internal meeting with Montoya, conducted
15 by the City Manager and City Attorney, regarding a Side Letter (OT Staffing Selection),
16 which had already been negotiated by the Human Resources Director, City Attorney, City
17 Manager, and the Union. At this meeting, Montoya was pressured by the City Manager and
18 the City Attorney to sign the Side Letter agreement so they would not have to take it back to
19 the City Council for approval.

20 When Montoya inquired why the Side Letter had been negotiated with the above parties and
21 not the Fire Chief, as written in the MOU, the City Manager stated, "that's what we do in this
22 City." Montoya requested a meet and confer meeting with the Union and refused to sign the
23 Side Letter as it had been negotiated outside the meet and confer umbrella as written and
24 required in the MOU. The meet and confer meeting Montoya requested was never
25 scheduled.

26 With the LACOFD, the Union (Local 1014) was a separate and independent entity from
27 management. In the RFD, the Command Staff was conspiring with and took direction from
28 the Union, including to favor the sworn personnel from Richmond over persons who joined
the RFD from other fire departments, such as the LACOFD.

An example was when the Union Business Agent visited the Fire Administration Offices to
pick up a reading list for the upcoming Inspector's Exam. Montoya just happened to walk out
of his office when he witnessed a Fire Department Administrative Staff member handing the
reading list to the Union Business Agent. Montoya inquired as to what the contents were of
the file in question. The answer was the reading list to the Inspector's Exam which had not
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2 grown," with the third being Montoya—a Hispanic American.
Ultimately, the Union pressured the City Manager to fire Montoya. The fact remains that all
3 three "outside" Fire Chiefs were of color. Thus, Montoya is the last in a line of three Fire
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11 and biased towards Montoya. In turn, the City Attorney's Office and HR Director thereafter
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- 5 1. Violation of Government Code §12940- Discrimination based on Ethnicity, Color and
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- 6 2. Violation of Government Code §12940- Failure of the City of Richmond to prevent
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11 damages in the form of psychological and emotional distress. His total damages will be
12 determined though expert witness testimony, but are believed to be well in excess of
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11 **IV. WITNESSES**

- 12 1. Angel Montoya

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Date Filed: November 10, 2023

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1 VERIFICATION

2 I, **Steven Haney**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On November 10, 2023, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Los Angeles, CA**

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